



Deposition of:  
**Zion Armstrong**

*March 26, 2021*

In the Matter of:  
**Bowen v. Adidas**

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UNDER PROTECTIVE ORDER  
Bowen v. Adidas

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UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
COLUMBIA DIVISION

BRIAN BOWEN II,

Plaintiff,

v.

No. 3:18-3118-JFA

ADIDAS AMERICA, INC.;

JAMES GATTO; MERL CODE;

CHRISTIAN DAWKINS; MUNISH

SOOD; THOMAS GASSNOLA,

and CHRISTOPHER RIVERS,

Defendants,

v.

BRIAN BOWEN SR.,

Cross Defendant.

CONFIDENTIAL - UNDER PROTECTIVE ORDER

VIDEOTELECONFERENCE

VIDEO DEPOSITION OF ZION ARMSTRONG

FRIDAY, MARCH 26, 2021

PORTLAND, OREGON

Reported by: Marilyn Hoover, RPR

Oregon CSR No. 04-0387

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1 me, please, sir. I just want to make sure I 09:45:50  
2 understand. 09:45:51

3 A. Absolutely. We have global teams sitting 09:45:52  
4 based here, that do not report to me. 09:45:57

5 Q. That do not report to you? 09:45:59

6 A. Correct. 09:46:00

7 Q. Okay. And how many different global teams 09:46:01  
8 were there? 09:46:03

9 A. In 2014? 09:46:04

10 Q. Yes, sir. 09:46:06

11 A. I do not recall. 09:46:07

12 Q. Would it be more or less than five? 09:46:08

13 A. Probably five to ten. 09:46:16

14 Q. Okay. What is Adidas International BV? 09:46:18

15 A. I do not know. 09:46:28

16 Q. Have you ever heard of Adidas 09:46:31  
17 International BV -- B as in boy, V as in Victor? 09:46:32

18 A. I have. 09:46:38

19 Q. And what have you heard about an entity 09:46:39  
20 known as Adidas International BV? 09:46:43

21 A. I couldn't speak in specifics. 09:46:48

22 Q. Okay. So I guess it'd be fair to say that 09:46:50  
23 you don't have any personal knowledge of Adidas 09:46:55

24 International BV having any corporate offices at the 09:46:57

25 Adidas Village in 2014 in Portland, Oregon; is that 09:47:02

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1 correct? 09:47:07

2 A. I'm certainly aware of Adidas BV in terms 09:47:11  
3 of I know it's one of our entities. I couldn't tell 09:47:14  
4 you what reports in to BV. 09:47:18

5 Q. Okay. So my next question is: Are you 09:47:20  
6 aware of Adidas International BV ever occupying 09:47:22  
7 office space at the Adidas Village in Portland, 09:47:27  
8 Oregon, at any time between 2014 and today? 09:47:30

9 A. I'm not familiar with the specifics of 09:47:35  
10 what team sits under the BV. 09:47:37

11 Q. Okay. But my question is: If I go to the 09:47:40  
12 Adidas Village, will I find any door that has the 09:47:46  
13 title "Adidas International BV" outside that door? 09:47:51

14 A. No. 09:47:56

15 Q. Okay. And would that be true from 2014 09:47:57  
16 until today? 09:48:04

17 A. Correct. 09:48:07

18 Q. Okay. Now, sorry to take you through -- 09:48:08

19 A. To my knowledge. Sorry to interrupt you; 09:48:14  
20 but, to my knowledge, yes. 09:48:17

21 Q. Sure. I understand. And sorry to take 09:48:18  
22 you through all your different jobs, but, you know, 09:48:21  
23 I just wanted to generally understand the different 09:48:24  
24 roles that you've played. 09:48:26

25 Would it be fair to say that your 09:48:29

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1 global employee. 10:44:54

2 Q. All right. How about the third 10:44:57  
3 individual? 10:44:59

4 A. Corinne was part of global operations. 10:45:01  
5 I'm not sure of the specific title. 10:45:05

6 Q. Okay. Now, do you know who the -- who 10:45:09  
7 Adidas America Inc.'s parent company is? 10:45:18

8 A. I'm not sure of the official title, but 10:45:23  
9 I'm guessing it's Adidas AG. 10:45:28

10 Q. Okay. Have you ever heard of an entity 10:45:31  
11 known as Adidas International BV that is 10:45:40  
12 headquartered in the Netherlands? 10:45:43

13 A. Yes, I have. 10:45:46

14 Q. And what corporate relationship does 10:45:48  
15 Adidas International BV have with the company that 10:45:51  
16 you now are in charge of Adidas America Inc.? 10:45:55

17 A. I do not know. 10:45:59

18 Q. Do you know if they're related at all? 10:46:02

19 A. I do not know. 10:46:07

20 Q. Who did Jim Gatto work for in 2014 through 10:46:12  
21 2017? 10:46:17

22 A. Global business unit basketball. 10:46:18

23 Q. What was the legal entity that Mr. Gatto 10:46:22  
24 worked for from 2014 to 2017? 10:46:24

25 A. I do not know. 10:46:28

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1 Q. Do you know whether Adidas America Inc. 10:46:30  
2 issued a W-2, a 1099, or a K-1 to Mr. Gatto from 10:46:33  
3 2014 to 2017? 10:46:40

4 A. No. 10:46:43

5 Q. You're not aware of that? 10:46:46

6 A. No, I'm not. 10:46:48

7 Q. Okay. Have you ever been to Amsterdam? 10:46:49

8 A. Yes. 10:46:57

9 Q. Have you ever been to any Adidas office 10:46:58  
10 space in Amsterdam? 10:47:02

11 A. Yes. 10:47:05

12 Q. And when was that, sir? 10:47:07

13 A. I believe it was 2018. 10:47:14

14 Q. And that would have been after the 10:47:19  
15 indictments were handed down in the Adidas bribery 10:47:21  
16 scheme; is that correct? 10:47:24

17 A. Correct. 10:47:27

18 Q. All right. And what was the cause of your 10:47:28  
19 visit in 2018? 10:47:32

20 MR. LEVINE: Sorry. Just to interject for 10:47:36  
21 a moment: I objected to the prior question. I 10:47:38  
22 realize now I was on mute. I apologize for that. 10:47:40  
23 But if the record could reflect that, I'd appreciate 10:47:42  
24 it. 10:47:45

25 MR. McLEOD: Yep. No problems. 10:47:45

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1 MR. LEVINE: Thanks. 10:47:46

2 Q. BY MR. McLEOD: Mr. Armstrong -- 10:47:47

3 A. I apologize. Can you repeat the question. 10:47:51

4 Q. Yeah. Sorry. You shared with us that in 10:47:52

5 2018 you visited Amsterdam and that you visited an 10:47:54

6 Adidas facility or office. 10:48:01

7 And my question is: What was the reason 10:48:05

8 for that trip? 10:48:08

9 A. To present to our executive board. 10:48:10

10 Q. All right. And how many people were 10:48:13

11 present at that meeting? 10:48:18

12 A. I believe seven. 10:48:25

13 Q. And when you say "the executive board," 10:48:28

14 are you referring to the executive board of Adidas 10:48:31

15 AG, Adidas Group? 10:48:35

16 A. Correct. 10:48:38

17 Q. And does Adidas America Inc. have its own 10:48:39

18 executive board, or does Adidas Group's executive 10:48:42

19 board serve as executive board for Adidas America 10:48:48

20 Inc.? 10:48:52

21 A. We only had one executive board which I'm 10:48:55

22 aware of, which sits in Germany. 10:48:58

23 Q. Okay. So Adidas America does not have its 10:49:00

24 own executive board; is that correct? 10:49:02

25 A. Correct. 10:49:04

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1 Q. All right. Now, when you presented to the 10:49:05  
2 executive board in 2018, who accompanied you on that 10:49:10  
3 trip? 10:49:16

4 A. Annie Mitchell. 10:49:17

5 Q. Was that Andy Mitchell? 10:49:21

6 A. Annie, A-N-N-I-E. 10:49:23

7 Q. Okay. And what was Ms. Mitchell's job 10:49:25  
8 title at Adidas America in 2018? 10:49:29

9 A. Vice-president of finance. 10:49:37

10 Q. Okay. I meant to ask you earlier: Are 10:49:39  
11 you married? 10:49:45

12 A. Divorced. 10:49:46

13 Q. Okay. What year did you divorce? 10:49:47

14 A. Approximately four years ago. 10:49:58

15 Q. Okay. And do you have any children? 10:50:00

16 A. Yes. 10:50:04

17 Q. And how many children? 10:50:05

18 A. Two. 10:50:06

19 Q. Okay. How old are they? I don't want 10:50:08  
20 their names; I'm just curious how old they are. 10:50:11  
21 I've got a crew of them at my house. 10:50:13

22 A. When you have nine brothers and sisters, 10:50:16  
23 I'm used to a crew. Two children, nine and five. 10:50:17

24 Q. Good deal. When you -- And I'm sorry to 10:50:21  
25 hear about your divorce. And, obviously, I'm not 10:50:24



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1	getting into that; but was the divorce done in	10:50:25
2	New Zealand or was it done in the U.S. or on some	10:50:31
3	other continent?	10:50:35
4	A. State of Oregon.	10:50:37
5	Q. Okay. Were you all married in Oregon?	10:50:38
6	A. No.	10:50:41
7	Q. Okay. So going back to that 2018 trip:	10:50:42
8	Do you recall where the Adidas -- the physical	10:50:49
9	address for the meeting there in Amsterdam?	10:50:59
10	A. No, I do not.	10:51:02
11	Q. Does the address -- and I know I will	10:51:04
12	butcher this, but it's spelled	10:51:08
13	H-O-O-G-O-O-R-D-D-R-E-E-F 9, ring a bell?	10:51:11
14	A. It's familiar.	10:51:20
15	Q. Okay. Was the location that you presented	10:51:22
16	at in 2018 in a building that had other businesses	10:51:30
17	located in it, or was it an Adidas-only building?	10:51:36
18	A. As far as I'm aware, it was an Adidas-only	10:51:43
19	building.	10:51:46
20	Q. Okay. Did it have retail stores in it?	10:51:46
21	A. No, not that I saw.	10:51:52
22	Q. All right. And share with me, please,	10:51:56
23	sir, what you presented to the executive board in	10:51:59
24	2018 in Amsterdam.	10:52:04
25	A. The strategy for Adidas America at the	10:52:08

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1 2000 -- the year 2018 business update. 10:52:14

2 Q. And business update including what, sir? 10:52:19

3 A. Financials, customer update -- two key 10:52:25

4 topics -- and supply chain update. 10:52:32

5 Q. Was the Adidas bribery scheme one of the 10:52:34

6 topics that was discussed at that meeting in 10:52:39

7 Amsterdam with the executive board? 10:52:41

8 A. No. 10:52:44

9 Q. Was corporate governance discussed at that 10:52:46

10 2018 meeting when you presented to the executive 10:52:48

11 board? 10:52:51

12 A. No. 10:52:52

13 Q. Okay. Was this lawsuit discussed when you 10:52:54

14 presented to the executive board in 2018 in 10:52:58

15 Amsterdam? 10:53:00

16 A. No. 10:53:00

17 MR. LEVINE: Sorry. Just to interject for 10:53:02

18 a quick -- a quick moment. I'm sure we'll be 10:53:05

19 aligned on this. But, clearly, you're -- you're 10:53:06

20 asking for -- for the topic of the conversation and 10:53:08

21 not for any communications that may have happened 10:53:12

22 with counsel. Right? 10:53:15

23 MR. McLEOD: Correct. 10:53:18

24 MR. LEVINE: Good. Okay. Thanks. 10:53:18

25 Q. BY MR. McLEOD: All right. Go ahead, 10:53:23

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1 Mr. Armstrong. 10:53:24

2 A. No. 10:53:26

3 Q. So -- And, again, I don't want to know 10:53:28

4 anything that was communicated to an attorney; but, 10:53:31

5 in your communications with the executive board, did 10:53:37

6 corporate governance come up during those 10:53:41

7 conversations? 10:53:44

8 A. No, it did not. 10:53:45

9 Q. Okay. Did the Adidas bribery scheme come 10:53:46  
10 up during those conversations? 10:53:49

11 A. No. 10:53:51

12 Q. Okay. At that building in Amsterdam, do 10:53:53  
13 you know approximately how many Adidas people worked 10:53:58  
14 there? 10:54:03

15 A. I do not. 10:54:04

16 Q. Do you know whether or not Adidas 10:54:10  
17 International BV is the parent company of Adidas 10:54:12  
18 America Inc.? 10:54:15

19 A. I do not. 10:54:16

20 Q. Do you know whether Adidas International 10:54:19  
21 BV has less than 50 employees? 10:54:22

22 A. I do not. 10:54:26

23 Q. Now, at that executive board presentation 10:54:30  
24 in Amsterdam, were all of the executives Caucasian? 10:54:35

25 MR. LEVINE: Objection. 10:54:44

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1 Adidas had been struggling somewhat with regard to 11:01:30  
2 the North American market? 11:01:34

3 A. That was not explained to me in those 11:01:37  
4 words, no. 11:01:39

5 Q. Did you quickly come to realize that upon 11:01:41  
6 beginning work at Adidas America? 11:01:43

7 A. I realized we had challenges. 11:01:48

8 Q. Okay. And I just want to visit with you 11:01:52  
9 briefly on some of those challenges. 11:01:54

10 In 2014, when you started in the U.S., 11:01:57  
11 Adidas AG was the largest sportswear manufacturer in 11:02:03  
12 Europe; is that correct? 11:02:07

13 A. I do not know. 11:02:10

14 Q. Okay. 11:02:12

15 A. Otherwise, we're a very close number 2. 11:02:14

16 (Reporter request.) 11:02:17

17 THE WITNESS: I do not know. 11:02:19

18 Q. BY MR. McLEOD: Okay. Today, as we sit 11:02:22  
19 here, is Adidas the largest sportswear manufacturer 11:02:23  
20 in Europe? 11:02:28

21 A. I do not know specifics. 11:02:30

22 Q. Okay. When you first came to work at 11:02:32  
23 Adidas America, did you come to realize that Nike 11:02:38  
24 had a fairly large percentage of the market share 11:02:41  
25 here in the U.S.? 11:02:46

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1 A. Correct. 11:02:48

2 Q. And would it be fair to say that, from the 11:02:49

3 time that you came to work at Adidas America Inc. 11:02:54

4 until today, Nike and its affiliated brand, the 11:02:58

5 Jordan brand, are roughly three times the size of 11:03:03

6 Adidas AG? 11:03:06

7 A. Adidas AG? 11:03:11

8 Q. Yes, sir. 11:03:12

9 A. Nike North America? Can you -- Sorry. Do 11:03:14  
10 you mean Nike Global or Nike North America? 11:03:17

11 Q. Nike Global. 11:03:20

12 A. I don't believe it's three times the size, 11:03:24  
13 no. 11:03:26

14 Q. All right. What is the -- Roughly what is 11:03:26  
15 the market cap of Adidas AG today? Is it roughly 11:03:29  
16 60 billion or so? 11:03:35

17 A. I know the share price dropped yesterday. 11:03:41  
18 I didn't look this morning. Probably 40 to 45 to 11:03:43  
19 50 billion, somewhere in that range. 11:03:49

20 Q. Okay. And Nike's market cap is somewhere 11:03:52  
21 close to 200 billion; is that correct? 11:03:54

22 A. I don't know. 11:03:56

23 Q. Okay. Safe to say that your general 11:03:58  
24 understanding of Nike's market cap is that it is 11:04:02  
25 substantially greater than Adidas's market cap? 11:04:04

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1 A. Yes. 11:04:07

2 Q. Okay. And with regard to gross revenues, 11:04:08  
3 what are Adidas AG's approximate gross revenues for 11:04:15  
4 -- what were their approximate gross revenues this 11:04:21  
5 past fiscal year? 11:04:24

6 A. Approximately 20 billion. 11:04:27

7 Q. Okay. And do you know generally what 11:04:30  
8 Nike's gross revenues were in this past fiscal year? 11:04:34

9 A. I do not. 11:04:38

10 Q. Do you understand, although you don't have 11:04:40  
11 the exact figure, that their gross revenues were 11:04:41  
12 substantially higher than Adidas? 11:04:44

13 A. Yes. 11:04:47

14 Q. When you came to work at Adidas America 11:04:52  
15 Inc., did it become known to you that North America 11:04:55  
16 represents a fairly large percentage of the global 11:05:03  
17 sports industry market? 11:05:06

18 A. Correct. 11:05:09

19 Q. What percentage does North America 11:05:10  
20 represent of the worldwide sporting industry market? 11:05:18

21 A. Right now? 11:05:25

22 Q. Yes, sir. 11:05:26

23 A. Approximately 45 to 50 percent. 11:05:29

24 Q. And when you started with Adidas America 11:05:31  
25 Inc. in 2014, was North America's market share more 11:05:34

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1 or less than 45 percent? 11:05:40

2 A. Approximately the same. 11:05:42

3 Q. Okay. And within the North American 11:05:44

4 market, how does Adidas's -- how did Adidas's market 11:05:49

5 share in 2014 compare to Nike's market share? 11:05:54

6 A. Significantly less. 11:06:01

7 Q. And could you just explain that for me, 11:06:03

8 please, sir? 11:06:05

9 A. In 2014, we were approximately 4 percent 11:06:09

10 market share. Nike -- again, I do not know 11:06:10

11 specifics -- was probably around 20 percent. 11:06:15

12 Q. And when -- when you say 4 percent, is 11:06:18

13 that in the North American market? 11:06:21

14 A. Correct. 11:06:23

15 Q. All right. Now, when you were hired -- or 11:06:24

16 promoted, excuse me, to come to Adidas America Inc., 11:06:33

17 isn't it true that Adidas Germany had begun 11:06:39

18 implementing a strategic priority to increase 11:06:48

19 Adidas's market share in North America? 11:06:52

20 A. No. 11:06:57

21 Q. Did you not understand that Adidas Germany 11:06:59

22 was making North America a top priority when you 11:07:04

23 were hired -- when you were promoted in 2014? 11:07:08

24 A. No. 11:07:12

25 Q. Did they make North America a strategic 11:07:13

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1 priority at any time after 2014, that you're aware 11:07:17  
2 of? 11:07:21

3 A. Correct. 11:07:21

4 Q. And when did that happen? 11:07:22

5 A. 2015. 11:07:25

6 Q. All right. How did you learn that Adidas 11:07:28  
7 Germany was making the North American market one of 11:07:32  
8 its top priorities in 2015? 11:07:36

9 A. When the CEO announced our new five-year 11:07:40  
10 strategy. 11:07:42

11 Q. And share with us, please, sir, what that 11:07:44  
12 five-year strategy was. 11:07:47

13 A. The name of the strategy was Creating the 11:07:49  
14 New. 11:07:50

15 Q. And, generally speaking, what was that 11:07:53  
16 strategy? 11:07:55

17 A. There's no way to describe that generally. 11:07:58  
18 Obviously, it's a growth strategy focusing on key 11:08:04  
19 categories and key regions. 11:08:07

20 Q. Do you know in 2015 whether the management 11:08:14  
21 of Adidas Germany's compensation was contingent upon 11:08:22  
22 growth in market share in the U.S.? 11:08:29

23 A. I do not know. 11:08:33

24 Q. Were you aware that in 2017 Adidas 11:08:35  
25 Germany's compensation was tied to an increase in 11:08:39



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1 casual products as compared to celebrity or athlete 11:28:25

2 endorsed products; is that correct? 11:28:32

3 A. Well, I would separate celebrity and 11:28:35

4 athlete endorsed products. It is a fact that we -- 11:28:38

5 the growth has been driven by our life style 11:28:40

6 categories. 11:28:46

7 Q. I'm sorry. One more time. What did you 11:28:46

8 say, sir? 11:28:49

9 A. Can you repeat the question again, please. 11:28:49

10 Q. Well, let me -- what did you -- what is 11:28:52

11 the growth that Adidas America Inc. experienced 11:28:52

12 between 2015 and 2017 related to? What was the 11:28:57

13 cause of that growth? 11:29:03

14 A. That's -- That's three years, so it's hard 11:29:05

15 to be very specific, but we had strong growth as 11:29:08

16 across multiple categories. 11:29:11

17 Q. And share with me what those multiple 11:29:13

18 categories were, please. 11:29:16

19 A. In no particular order: Soccer; 11:29:17

20 originals, which would have been the biggest growth 11:29:19

21 category; training; softball; baseball; running; 11:29:22

22 kids. 11:29:31

23 Q. All right. Would you agree with me that 11:29:38

24 Adidas, since 2014, has allocated a significant 11:29:41

25 amount of resources, both in human capital and 11:29:49

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1 money, towards increasing the athlete endorsements 11:29:55

2 of its products? 11:30:02

3 A. That's correct. 11:30:04

4 Q. Okay. Some people have said that the life 11:30:06

5 blood of the apparel industry in America is 11:30:09

6 celebrity and athlete endorsements. 11:30:15

7 Do you agree with that? 11:30:17

8 A. I agree with that. 11:30:18

9 Q. Okay. And in 2014, when -- right before 11:30:20

10 you arrived at Adidas America Inc., do you know how 11:30:27

11 many of the top 10 endorsement deals Adidas had for 11:30:34

12 NBA players? 11:30:38

13 A. I do not. 11:30:41

14 Q. Okay. Did you know that Adidas only had 11:30:45

15 two of the top 10 endorsement deals for NBA players 11:30:48

16 in 2014? 11:30:53

17 A. It wouldn't surprise me. 11:30:55

18 Q. And Nike, conversely, had approximately 11:30:58

19 seven of the top 10 endorsement deals with NBA 11:31:02

20 players in 2014; is that correct? 11:31:07

21 A. I don't know if it's correct, but it 11:31:10

22 sounds approximately right. 11:31:12

23 Q. Okay. And of the two Adidas-endorsed 11:31:14

24 athletes, Dwight Howard was endorsed by Adidas; 11:31:22

25 correct? 11:31:29

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1 today, there has been an emphasis on increasing 11:38:27  
2 brand loyalty and increasing sales; is that correct? 11:38:32

3 A. It was an emphasis on improving our NPS 11:38:36  
4 score, and definitely on sales as well, yes. 11:38:39

5 Q. Okay. And when -- I want to make sure my 11:38:43  
6 definition of brand loyalty is consistent with 11:38:46  
7 yours; and, of course, yours will control, since you 11:38:50  
8 run a company and I'm just a lawyer. 11:38:54

9 How do you describe brand loyalty and its 11:38:57  
10 importance in your business? 11:39:00

11 A. It's when a consumer would say something 11:39:03  
12 about our brand when we're not in the room. And, 11:39:05  
13 obviously, if they're promoters, then hopefully that 11:39:09  
14 drives incremental sales. 11:39:12

15 Q. Okay. And have you seen studies that 11:39:14  
16 indicate that brand loyalty is, in part, an 11:39:16  
17 emotional decision made by a consumer? 11:39:20

18 A. Yes. 11:39:24

19 Q. So, for example, some people drive Chevy 11:39:25  
20 trucks and some people drive Ford trucks. 11:39:31

21 Is that an example of how there can be an 11:39:34  
22 emotional component to brand loyalty? 11:39:37

23 MR. LEVINE: Objection. 11:39:39

24 THE WITNESS: I'm not a -- I'm not a car 11:39:41  
25 expert; but, yes. 11:39:42

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1 A. Well, it depends on the consumer's 11:59:14  
2 passion: If he or she is a runner, and also a 11:59:16  
3 cyclist, they may have a brand affinity to different 11:59:21  
4 brands. 11:59:25

5 Q. Okay. Okay. So once you establish brand 11:59:26  
6 loyalty, isn't it true, sir, that that consumer will 11:59:30  
7 choose your product over other products, regardless 11:59:35  
8 of how your product compares to the other products, 11:59:40  
9 because of that emotional connection and their 11:59:42  
10 loyalty to the brand? 11:59:45

11 MR. LEVINE: Objection. 11:59:46

12 THE WITNESS: Not true. 11:59:48

13 Q. BY MR. McLEOD: Okay. Tell me why, sir, 11:59:49  
14 that's not true. 11:59:52

15 A. I think the consumer today has so many 11:59:53  
16 more choices. 11:59:55

17 Q. Okay. Well, and it's because they have so 11:59:57  
18 many more choices that brand loyalty has such a 12:00:01  
19 heightened importance in today's market; is that 12:00:04  
20 correct? 12:00:07

21 A. That's correct. 12:00:08

22 Q. Okay. Now, with regard to increase in 12:00:09  
23 Adidas's market share in America, would it be fair 12:00:16  
24 to say that Adidas adopted a three-step approach: 12:00:21  
25 The first step being reinvestment in youth 12:00:25

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1 Would you agree with that? 13:38:00

2 A. It doesn't say "promotion"; it says "new 13:38:03  
3 position." 13:38:05

4 Q. Well, that's incorrect, sir. 13:38:05

5 If you look at the second full paragraph: 13:38:07

6 "As a condition of your promotion." 13:38:08

7 You see that, don't you? 13:38:10

8 A. I do now. Sorry. Yes. 13:38:16

9 Q. So would you agree with me, sir, that this 13:38:18  
10 letter dated January 9th, 2007, indicates Mr. Gatto 13:38:20  
11 received a promotion? 13:38:23

12 A. It seems so. 13:38:26

13 Q. All right. And would you also agree with 13:38:27  
14 me, sir, that if you look at the first paragraph, 13:38:29  
15 the position is with Adidas International? 13:38:30

16 Do you see that? 13:38:38

17 A. Correct. 13:38:39

18 Q. All right. Did you -- Do you know where 13:38:40  
19 Adidas International BV is located, where its 13:38:45  
20 corporate headquarters are? 13:38:49

21 A. No. 13:38:50

22 Q. Did you know that Adidas International 13:38:51  
23 BV's corporate headquarters was located in the 13:38:53  
24 Netherlands? 13:38:57

25 A. That is my understanding. 13:38:59

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1 Q. Did you know that Adidas International 13:39:02  
2 BV's headquarters is in the same building where you 13:39:03  
3 presented to the executive board in 2018 in 13:39:10  
4 Amsterdam? 13:39:16

5 A. I believe so. 13:39:17

6 Q. Okay. Now, again, Mr. Gatto, his physical 13:39:19  
7 presence and his job responsibilities were primarily 13:39:26  
8 in the U.S. market; isn't that correct? 13:39:32

9 A. Physical presence, correct. Job 13:39:36  
10 responsibilities were global. 13:39:38

11 Q. Do you have any personal knowledge of 13:39:41  
12 Mr. Gatto ever having a corporate office located 13:39:42  
13 anywhere in the Netherlands? 13:39:46

14 A. I do not know. 13:39:48

15 Q. Do you have any personal knowledge of 13:39:49  
16 Mr. Gatto ever having traveled to the Netherlands 13:39:51  
17 for business or pleasure? 13:39:54

18 A. I do not know. 13:39:56

19 Q. All right. Now, at Adidas, do they 13:39:57  
20 require midlevel managers to sign covenants not to 13:40:05  
21 compete? 13:40:10

22 A. Sometimes, yes. 13:40:13

23 Q. Do you have a covenant not to compete in 13:40:17  
24 your employment contract with Adidas? 13:40:19

25 A. Yes. 13:40:23

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1	basis.	14:09:30
2	Q. Are they provided -- provided to you at	14:09:31
3	the first of the month or at the end of the month?	14:09:33
4	How does that work?	14:09:35
5	A. It varies.	14:09:36
6	Q. Okay. Going back to Exhibit No. 11: Do	14:09:38
7	you see that the expense that you allege that was	14:09:44
8	misappropriated by Mr. Gatto was sent to Amsterdam?	14:09:49
9	Do you see that?	14:09:59
10	A. Yes, I do.	14:10:02
11	Q. And that the invoice was sent to	14:10:04
12	Amsterdam, and Mr. Gassnola provided the wiring	14:10:07
13	instructions for his domestic bank located in	14:10:11
14	Massachusetts.	14:10:15
15	Do you see that?	14:10:16
16	A. Yes, I do.	14:10:17
17	Q. All right. Now, would you agree with me,	14:10:18
18	sir, that part of this \$30,000, according to this	14:10:19
19	exhibit, was for travel expenses?	14:10:25
20	A. Correct.	14:10:27
21	Q. But you also agree with me, sir, that	14:10:28
22	nowhere on this document is there any	14:10:30
23	substantiation, any itemization, of what those	14:10:33
24	travel expenses are?	14:10:36
25	A. Correct.	14:10:38

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1 15th, 2017? 15:36:59

2 A. Yes. 15:37:07

3 Q. And do you see it was billed to Jim Gatto 15:37:08

4 at the physical address where your corporate 15:37:13

5 headquarters are located? 15:37:15

6 A. Yes. 15:37:16

7 Q. And do you see, sir, that under the 15:37:18

8 consulting fee and travel expenses, there's zero 15:37:20

9 detail as to what the request is for? 15:37:25

10 A. Yes. 15:37:31

11 Q. And, again, for this \$30,000 to have left 15:37:32

12 the treasury at Adidas, it would have had to have 15:37:37

13 been authorized by multiple people up the chain of 15:37:40

14 command from Mr. Gatto; is that correct? 15:37:43

15 A. It would have to go through the approval 15:37:48

16 process. That's correct. 15:37:49

17 Q. And neither Mr. Gatto -- Mr. Gatto did not 15:37:51

18 have wiring authority on May 15th, 2017, did he? 15:37:56

19 MR. LEVINE: Objection. 15:38:00

20 THE WITNESS: Not that I'm aware of. 15:38:01

21 Q. BY MR. McLEOD: Okay. Now, were you 15:38:03

22 aware, sir, that there are multiple invoices that 15:38:05

23 have been produced by your company, where Merl Code, 15:38:08

24 who was convicted in the Adidas bribery scheme, sent 15:38:13

25 invoices -- 15:38:16



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1 MR. LEVINE: Objection. Sorry. 15:38:17

2 Q. BY MR. McLEOD: -- to Adidas International 15:38:18  
3 in Amsterdam to be paid? 15:38:21

4 Were you aware of that? 15:38:22

5 MR. LEVINE: Objection. 15:38:23

6 THE WITNESS: No. 15:38:25

7 Q. BY MR. McLEOD: Were you aware, sir, that 15:38:26  
8 there are several invoices that have been produced 15:38:27  
9 in this litigation, where T.J. Gassnola, who 15:38:30  
10 cooperated with the government and testified at the 15:38:36  
11 Adidas bribery scheme trial, sent invoices to 15:38:40  
12 Amsterdam to be paid? 15:38:43

13 Were you aware of that? 15:38:45

14 MR. LEVINE: Objection. 15:38:46

15 THE WITNESS: No. 15:38:48

16 Q. BY MR. McLEOD: Who in Amsterdam has 15:38:49  
17 authority to release corporate funds, if you know? 15:38:52

18 A. I do not know. 15:38:57

19 THE WITNESS: Is it okay if we stop for 15:39:09  
20 five minutes for a nature break? 15:39:11

21 MR. McLEOD: Yeah. 15:39:13

22 THE VIDEOGRAPHER: All right. We're now 15:39:14  
23 off the record. It's 3:39. 15:39:15

24 (Recess.) 15:39:18

25 THE VIDEOGRAPHER: We're now back on the 15:49:27

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1 (Exhibit 25 marked.) 16:14:46

2 Q. BY MR. McLEOD: Okay. So let's go to 16:14:46  
3 bylaw 13.01.1, Exhibit 25. 16:14:52

4 And I'll ask you, please, sir, to read for 16:15:05  
5 the record the first sentence of that particular 16:15:08  
6 bylaw. 16:15:11

7 MR. LEVINE: Could you repeat the number, 16:15:15  
8 please. 16:15:16

9 Q. BY MR. McLEOD: Yes, sir. 16:15:16  
10 It's bylaw 13.01.1. And if you would, 16:15:17  
11 please, sir, read the first sentence of that 16:15:22  
12 particular bylaw. 16:15:27

13 A. "The recruitment of a student-athlete by a 16:15:28  
14 member institution or any representative of its 16:15:32  
15 athletics interests in violation of the 16:15:36  
16 association's legislation, as acknowledged by the 16:15:39  
17 institution or established through the association's 16:15:44  
18 infractions process, shall result in a 16:15:47  
19 student-athlete being ineligible to represent that 16:15:50  
20 institution in intercollegiate athletics." 16:15:53

21 Q. Okay. Now, Mr. Armstrong, prior to today, 16:15:58  
22 have you had -- have you ever read that particular 16:16:00  
23 bylaw before? 16:16:04

24 A. No. 16:16:06

25 Q. Have you -- Do you have any personal 16:16:07

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1 knowledge of anybody at Adidas having conducted any 16:16:11  
2 training on that particular bylaw and how it relates 16:16:14  
3 to the ineligibility of kids? 16:16:17

4 MR. LEVINE: Objection. 16:16:21

5 THE WITNESS: I'm aware of a training. 16:16:23  
6 I'm not aware of what the content of the training 16:16:24  
7 was. 16:16:28

8 Q. BY MR. McLEOD: Okay. Would you agree 16:16:29  
9 with me, sir, that, at the time Brian Bowen was 16:16:30  
10 recruited to play at Louisville, that Adidas was a 16:16:34  
11 representative of Louisville's interest? 16:16:39

12 MR. LEVINE: Objection. 16:16:43

13 THE WITNESS: I'm not familiar with the 16:16:44  
14 dates. 16:16:45

15 Q. BY MR. McLEOD: All right. Would you 16:16:47  
16 agree with me, sir, that, at all times when Adidas 16:16:49  
17 had a contract with the University of Louisville, 16:16:52  
18 that Adidas was a representative of Louisville's 16:16:56  
19 athletic interest? 16:17:00

20 Would you agree with that? 16:17:01

21 MR. LEVINE: Objection. 16:17:02

22 THE WITNESS: We were the sponsor. 16:17:04

23 Q. BY MR. McLEOD: And would you agree the 16:17:06  
24 sponsorship deal contract that was entered into 16:17:07  
25 between Adidas and Louisville allowed your company 16:17:11

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1 to be a sponsor of its athletics interest? 16:17:18

2 MR. LEVINE: Objection. 16:17:24

3 THE WITNESS: We're the sponsor of the 16:17:29

4 school and, obviously, the sporting departments. 16:17:31

5 MR. McLEOD: All right. Well, I'll -- 16:17:34

6 I'll show you the specifics so we're reading from 16:17:35

7 the same sheet of music: NCAA bylaw 13.02.15. 16:17:37

8 (Sotto voce remarks.) 16:17:57

9 Q. BY MR. McLEOD: 13.02.15. Do you have 16:18:01  
10 that Exhibit 25 on your screen, sir? 16:18:15

11 A. I do. 16:18:20

12 Q. All right. Let me ask you, if you would, 16:18:21  
13 first: It is your understanding that the NCAA is 16:18:22  
14 the sole governing body for its membership 16:18:27  
15 institutions. 16:18:32

16 Do you understand that, sir? 16:18:32

17 A. I'm not 100 percent sure. 16:18:35

18 Q. Well, who is the governing body for 16:18:38  
19 college athletics in this country? 16:18:43

20 A. My understanding is NCAA. I don't know if 16:18:45  
21 they're sole or whether their individual conferences 16:18:47  
22 have another governing body as well. 16:18:51

23 Q. Okay. Do you know of another entity, 16:18:54  
24 other than the National Collegiate Athletic 16:18:56  
25 Association, that has governing authority over 16:18:58

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1 college sports in this country? 16:19:02

2 A. Not that I'm aware of. 16:19:04

3 Q. Okay. If you would, please, sir, on 16:19:06

4 Exhibit 25, read the first sentence, that begins the 16:19:09

5 definition of "representative of athletic interest." 16:19:15

6 MR. LEVINE: Objection. 16:19:19

7 Q. BY MR. McLEOD: You can read, sir. 16:19:21

8 A. "A representative of the institution's 16:19:22

9 athletics interest is an individual, independent 16:19:25

10 agency, corporate entity," in brackets, "apparel or 16:19:28

11 equipment manufacturer, or other organization, who 16:19:33

12 is known," brackets, "or who should be known," 16:19:37

13 bracket close, "by a member of the institution's 16:19:41

14 executive or athletics administration, revised 2/1" 16:19:44

15 -- sorry -- "2/16/00." 16:19:48

16 Q. All right. So before we get to the 16:19:53

17 subparagraphs, let me first ask you: Isn't it true, 16:19:54

18 sir, that Adidas is an apparel and equipment 16:19:58

19 manufacturer? 16:20:02

20 A. That is correct. 16:20:03

21 Q. And so Adidas qualifies for the type of 16:20:05

22 entity that fits the definition of a representative 16:20:09

23 of athletics interest per this bylaw; is that 16:20:14

24 correct? 16:20:17

25 MR. LEVINE: Objection. 16:20:18

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1 THE WITNESS: Now that I've just read 16:20:21

2 this, I do now understand that, yes. 16:20:22

3 Q. BY MR. McLEOD: All right. Now, in 16:20:24

4 subparagraph B, do you see, sir -- if you could read 16:20:25

5 that for the record. 16:20:29

6 A. "Have made financial contributions to the 16:20:30

7 athletics department or to an athletics booster 16:20:34

8 organization of that institution." 16:20:37

9 Q. And, Mr. Armstrong, isn't it true, sir, 16:20:40

10 that, beginning in 2014, when the contract was first 16:20:42

11 entered into with Louisville, at all times 16:20:47

12 thereafter your company made significant financial 16:20:49

13 contributions to the Louisville athletic department? 16:20:53

14 MR. LEVINE: Objection. 16:20:56

15 THE WITNESS: I don't recall the year it 16:20:59

16 was first signed; but, yes, we were a sponsor to the 16:21:03

17 college -- 16:21:06

18 (Cross talk.) 16:21:06

19 Q. BY MR. McLEOD: All right. And 16:21:06

20 representatives of the college's athletic interest; 16:21:10

21 isn't that correct, sir? 16:21:12

22 MR. LEVINE: Objection. 16:21:14

23 THE WITNESS: After reading this document 16:21:16

24 and being educated, yes. 16:21:17

25 Q. BY MR. McLEOD: Okay. Now, moving on to 16:21:19

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1 THE WITNESS: I have no idea. 16:29:14

2 Q. BY MR. McLEOD: Would you agree with me, 16:29:18  
3 sir, that a player's NCAA eligibility is of 16:29:18  
4 significant value to that player? 16:29:26

5 MR. LEVINE: Objection. 16:29:30

6 THE WITNESS: Yes. 16:29:32

7 Q. BY MR. McLEOD: And would you agree with 16:29:34  
8 me, sir, that an elite prospect like Brian Bowen's 16:29:34  
9 NCAA eligibility is of significant value to the 16:29:41  
10 university? 16:29:44

11 MR. LEVINE: Objection. 16:29:46

12 THE WITNESS: I do not know Brian Bowen's 16:29:48  
13 skill level; but any player of great talent, of 16:29:50  
14 course, is of high interest at the schools. 16:29:52

15 Q. BY MR. McLEOD: Okay. And isn't it true, 16:30:00  
16 sir, that an elite player's eligibility is of 16:30:00  
17 significant value to a company like Adidas? 16:30:04

18 MR. LEVINE: Objection. 16:30:07

19 THE WITNESS: No, it's not college level. 16:30:10

20 Q. BY MR. McLEOD: Well, if that elite player 16:30:13  
21 pledges his eligibility to an Adidas-related school, 16:30:16  
22 Adidas gets the right to market that athlete's image 16:30:20  
23 and likeness during his college career; isn't that 16:30:25  
24 correct? 16:30:28

25 A. My understanding is that it's not correct. 16:30:31

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1 Q. And, with Internet marketing, the brand 16:31:45  
2 loyalty can be enhanced simply by an elite player 16:31:53  
3 like Brian Bowen wearing a jersey that has your 16:31:59  
4 company's logo on it; isn't that correct? 16:32:04

5 A. It's one. But in terms of the grand 16:32:08  
6 schemes, it's minor versus the major pros, major 16:32:11  
7 leagues, our icon athletes, and the professional 16:32:14  
8 leagues. 16:32:19

9 Q. Absolutely. So the college player is the 16:32:20  
10 step to the professional player, when you talk about 16:32:27  
11 basketball; isn't that correct? 16:32:30

12 MR. LEVINE: Objection. 16:32:32

13 THE WITNESS: I believe you can now skip 16:32:35  
14 college; but, overall, yes. 16:32:37

15 Q. BY MR. MCLEOD: All right. And so when 16:32:40  
16 Brian was recruited, the NBA bargain agreement 16:32:41  
17 prohibited him from entering the NBA draft until he 16:32:48  
18 was at least one year removed from high school. 16:32:51

19 Are you aware of that? 16:32:54

20 A. I'm not aware. 16:32:55

21 Q. Would you agree with me, sir, that NCAA 16:32:58  
22 college basketball is where all elite prospects in 16:33:00  
23 this country go to train for the NBA while they are 16:33:07  
24 ineligible for the draft due to age? 16:33:11

25 MR. LEVINE: Objection. 16:33:15



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1 THE WITNESS: The vast majority, yes. 16:33:16

2 Q. BY MR. McLEOD: And the vast majority of 16:33:19  
3 the elite prospects attend NCAA schools because in 16:33:21  
4 North America there is not comparable amateur 16:33:27  
5 basketball product; isn't that correct? 16:33:30

6 MR. LEVINE: Objection. 16:33:33

7 THE WITNESS: That's correct. 16:33:36

8 Q. BY MR. McLEOD: And when you talk about an 16:33:37  
9 elite prospect's career, is it important for their 16:33:40  
10 training and their development to be uninterrupted? 16:33:46

11 MR. LEVINE: Objection. 16:33:51

12 THE WITNESS: That would be the ideal 16:33:54  
13 situation, yes. 16:33:55

14 Q. BY MR. McLEOD: For example, you were a 16:33:57  
15 hurdler: And if your training for the Olympics had 16:34:00  
16 not been cut short with a broken shoulder, the only 16:34:05  
17 chance of you making the Olympic team was having 16:34:10  
18 uninterrupted training. Isn't that correct? 16:34:13

19 MR. LEVINE: Objection. 16:34:16

20 THE WITNESS: I would add performance as 16:34:18  
21 well. 16:34:19

22 Q. BY MR. McLEOD: Correct. You'd have to 16:34:21  
23 have performance as well. 16:34:23

24 And would it be next to impossible for you 16:34:24  
25 to take 18 months off of training as a hurdler and 16:34:27

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1	still make the New Zealand Olympic team?	16:34:33
2	MR. LEVINE: Objection.	16:34:37
3	THE WITNESS: Can you clarify that	16:34:39
4	question? Do you mean stop training or not be --	16:34:40
5	Q. BY MR. McLEOD: Yes, sir. If you stopped	16:34:44
6	training for 18 months, would it make it next to	16:34:47
7	impossible for you to qualify for the New Zealand	16:34:50
8	Olympic team?	16:34:54
9	MR. LEVINE: Objection.	16:34:56
10	Q. BY MR. McLEOD: You can answer.	16:34:58
11	A. It would be very, very challenging, yes.	16:34:59
12	Q. And sometimes, sir, I have to ask the	16:35:02
13	obvious: And just share with me why that would --	16:35:03
14	it would be very challenging.	16:35:06
15	A. For the 400-meter hurdles?	16:35:09
16	Q. Yes, sir.	16:35:12
17	A. You wouldn't be fit.	16:35:13
18	Q. Would you not be competition-ready either?	16:35:20
19	A. You wouldn't be fit if you didn't train	16:35:23
20	for 18 months. If you're not fit, you're not in	16:35:25
21	competition.	16:35:27
22	Q. Okay. Would you agree with me, sir, that	16:35:28
23	an elite basketball product prospect like Brian, if	16:35:31
24	he is precluded from playing team basketball for 18	16:35:40
25	months, that would have a significant effect on his	16:35:46

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1 Brian, at the time he committed to Louisville, was 16:39:34  
2 anything other than a potential first-round pick, do 16:39:39  
3 you? 16:39:41

4 A. I've never heard his name before. 16:39:42

5 Q. Okay. So you are the head of Adidas 16:39:45  
6 America Inc., and you have no personal knowledge 16:39:50  
7 today of any information that would lead you to 16:39:52  
8 believe that Brian was anything other than a 16:39:55  
9 potential first-round pick when he committed his 16:40:00  
10 NCAA eligibility to the University of Louisville; is 16:40:04  
11 that correct? 16:40:08

12 MR. LEVINE: Objection. 16:40:09

13 THE WITNESS: At the time? At the time, I 16:40:09  
14 had no idea who Brian Bowen is. 16:40:10

15 Q. BY MR. McLEOD: How about today? Do you 16:40:12  
16 have any personal knowledge or any facts that you 16:40:13  
17 could share with me to indicate that Brian was 16:40:16  
18 anything other than a potential first-round pick 16:40:19  
19 when he committed his NCAA eligibility to 16:40:22  
20 Louisville? 16:40:25

21 MR. LEVINE: Objection. 16:40:27

22 THE WITNESS: I read a couple of articles. 16:40:29  
23 I don't recall if those articles stated whether he 16:40:31  
24 was first round, second round, third round. 16:40:33

25 Q. BY MR. McLEOD: So is a fair answer to my 16:40:36

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1 question that you don't have any facts or any 16:40:38  
2 documents you can point me to today, of which you 16:40:42  
3 had personal knowledge, that would indicate Brian 16:40:44  
4 was anything other than a potential first-round pick 16:40:46  
5 at the time he committed his eligibility to 16:40:50  
6 Louisville; is that correct? 16:40:52

7 MR. LEVINE: Objection. 16:40:53

8 THE WITNESS: I don't recall any documents 16:40:56  
9 at the time. 16:40:57

10 Q. BY MR. McLEOD: Okay. Now, when -- what 16:40:57  
11 year were you training for the Olympics when -- when 16:41:04  
12 you hurt your shoulder? 16:41:08

13 A. The Olympics was the year 2000. 16:41:10

14 Q. Okay. And track and field -- In the 2000 16:41:12  
15 Olympics, were track and field competitors required 16:41:17  
16 to be amateurs, or were professional track and field 16:41:21  
17 participants allowed? 16:41:25

18 A. I can't recall. 16:41:29

19 Q. Okay. Do you have a general understanding 16:41:30  
20 of what it means to be an amateur? 16:41:34

21 A. Yes, I do. 16:41:37

22 Q. And is it your general understanding that 16:41:38  
23 a person's amateurism is a legal status that belongs 16:41:41  
24 to that individual? 16:41:47

25 MR. LEVINE: Objection. 16:41:50

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1 A. Oh, I have no idea. There may be some 16:45:50

2 players from Europe. 16:45:53

3 Q. How about U.S. citizens who play in the 16:45:54

4 NBA and who have endorsement contracts with Adidas? 16:46:01

5 Are you aware of any of those players who 16:46:04

6 did not prepare for the NBA by attending an NCAA 16:46:06

7 institution? 16:46:11

8 A. Not that I'm aware of. 16:46:16

9 Q. Now, in a business, planning and 16:46:23

10 forecasting is an important part of success, is it 16:46:31

11 not? 16:46:36

12 A. Yes. 16:46:37

13 Q. And the planning and forecasting that goes 16:46:39

14 into a successful business is typically driven by 16:46:46

15 data, is it not? 16:46:50

16 A. No. 16:46:53

17 Q. Tell me how Adidas forecasts, for example, 16:46:54

18 their budgets for the following year. 16:47:00

19 A. This is not a simple answer. 16:47:06

20 So it would be based on the prior year's 16:47:07

21 results. It would then be based on what are the 16:47:10

22 priority categories. It would then be based on what 16:47:13

23 is your market share. And it would then be based 16:47:16

24 what are the products that we believe in and how 16:47:21

25 much do we believe we could sell. 16:47:23

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1 Q. Okay. And does that planning based upon 16:47:25  
2 that data form the basis of Adidas's execution of 16:47:30  
3 its corporate business? 16:47:37

4 A. That's correct. 16:47:40

5 Q. And when it comes to planning and 16:47:42  
6 forecasting, is budgeting part of the process? 16:47:45

7 A. A hundred percent. 16:47:49

8 Q. Are potential sales part of the process? 16:47:52

9 A. Yes. 16:47:57

10 Q. And is it true that forecasting is an 16:47:59  
11 important tool for businesses like Adidas's to use 16:48:03  
12 to determine budgets for a given year? 16:48:07

13 A. Yes. 16:48:12

14 Q. And it's important for a business like 16:48:14  
15 Adidas to use to estimate anticipated expenses for a 16:48:16  
16 given year; is that correct? 16:48:20

17 A. Operating. Correct. 16:48:24

18 Q. Now, in any business, can disruption or 16:48:32  
19 interruption cause problems with regard to top-line 16:48:35  
20 growth? 16:48:40

21 A. Yes. 16:48:42

22 Q. And would you agree with me that there's 16:48:44  
23 no such thing as a good business interruption? 16:48:47

24 Would you agree with that? 16:48:51

25 MR. LEVINE: Objection. 16:48:52

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1	others?	17:01:06
2	MR. LEVINE: Objection.	17:01:08
3	THE WITNESS: I'm not aware.	17:01:10
4	Q. BY MR. McLEOD: Do you -- Do you not	17:01:12
5	understand, sir, that, generally speaking, insurance	17:01:14
6	companies refuse to underwrite and indemnify for the	17:01:16
7	risk of criminal activity committed by others?	17:01:22
8	MR. LEVINE: Objection.	17:01:27
9	THE WITNESS: I'm not aware.	17:01:29
10	Q. BY MR. McLEOD: Okay. When it comes to	17:01:31
11	training for the NBA as an elite prospect, would you	17:01:34
12	agree with me that an interruption or disruption to	17:01:41
13	that training is never a good thing?	17:01:46
14	MR. LEVINE: Objection.	17:01:50
15	THE WITNESS: If you're referencing an	17:01:53
16	injury, correct.	17:01:54
17	Q. BY MR. McLEOD: Okay. Because any	17:01:55
18	interruption or disruption in an elite prospect's	17:01:57
19	training for the NBA is going to have a direct	17:02:02
20	effect upon that player's entry into the NBA; isn't	17:02:04
21	that correct?	17:02:11
22	MR. LEVINE: Objection.	17:02:12
23	THE WITNESS: Potentially.	17:02:14
24	Q. BY MR. McLEOD: So, in order to -- for an	17:02:16
25	elite player's entry into the NBA to be at its best,	17:02:19

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1 it's important for that elite prospect to have 17:02:28  
2 continuous training, continuous coaching, and 17:02:31  
3 continuous competition in minutes, prior to him 17:02:35  
4 entering into the NBA draft. 17:02:41

5 Would you agree with that? 17:02:42

6 MR. LEVINE: Objection. 17:02:43

7 THE WITNESS: I'm not a basketball expert 17:02:45  
8 or coach. You know, staying injury-free is, of 17:02:47  
9 course, for any athlete doing any sport, very 17:02:51  
10 important. 17:02:56

11 Q. BY MR. McLEOD: Okay. And while a player 17:02:57  
12 is injured, if they're unable to compete, they're 17:02:58  
13 unable to practice, and they are not able to be 17:03:00  
14 coached, would you agree with me that that has a 17:03:02  
15 negative impact upon that player's career? 17:03:06

16 MR. LEVINE: Objection. 17:03:10

17 THE WITNESS: Depends on what -- 17:03:13

18 Q. BY MR. McLEOD: I know it's common sense 17:03:14  
19 to a certain standpoint, but sometimes I have to ask 17:03:15  
20 the obvious. 17:03:18

21 Would you agree with that, sir? 17:03:18

22 MR. LEVINE: We've asked and answered this 17:03:20  
23 three or four times at this point. 17:03:20

24 Q. BY MR. McLEOD: You can answer, sir. 17:03:23

25 A. It depends on the situation. I'm sure 17:03:26